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15
16 **UNITED STATES DISTRICT COURT**
17 **NORTHERN DISTRICT OF CALIFORNIA**
18 **OAKLAND DIVISION**

19 MTR WESTERN LLC, a Washington
20 Corporation

21 Plaintiff and Counterclaim
Defendant,

22 vs.

23
24 TOWER TOURS, LLC, a California
25 Corporation, and HAGEN CHOI, an
individual,

26
27 Defendants and Counterclaimants.

28 Case No. 4:14-cv-02987 (DMR)

STIPULATED AND [PROPOSED]
ORDER OF DISMISSAL

STIPULATION AND PROPOSED ORDER OF DISMISSAL

STIPULATION

4 Plaintiff and Counterclaim Defendant, MTR Western, LLC (MTR) and
5 Defendants and Counterclaimants Tower Tours, LLC and Hagen Choi (jointly and
6 severally, Defendants), along with The Choi Family 2006 Trust u/t/a dated April 25,
7 2006 (Trust), have entered into a binding Confidential Settlement Agreement
8 (Agreement). These parties have also entered a Stipulation for Entry of Judgment
9 (Stipulation for Judgment), which consents to the Court's entry of judgment in the
10 event of a breach of the settlement terms.

11 The Agreement also provides that this Court will retain jurisdiction both to
12 enforce the terms of the Agreement and, in the event of a breach, to enter the
13 judgment consented to in the Stipulation for Judgment. The Agreement also invokes
14 California Civil Procedure Code section 664.6 as an additional mechanism for the
15 Court's enforcement of the Agreement.

16 MTR and the Defendants now wish to end this litigation, and they request the
17 Court to dismiss it in its entirety, with prejudice, but with the Court retaining
18 jurisdiction to enforce the parties' Agreement and Stipulation for Judgment.

20 || MTR and DEFENDANTS SO STIPULATE.

22 | DATED: February 10, 2015

THE BUSINESS LITIGATION GROUP, P.C.

By: /s/ Marc N. Bernstein
Marc N. Bernstein

Attorneys for Plaintiff and
Counterclaim Defendant MTR
Western, LLC

1 DATED: February 10, 2015

HORNSTEIN LAW

2 By: /s/ Matthew R. Harrison
3 Matthew R. Harrison

4 Attorneys for Defendants and
5 Counterclaimants Tower Tours, LLC and
Hagen Choi

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7 **[PROPOSED] ORDER OF DISMISSAL**

8 Based on the parties' stipulation, and for good cause shown, IT IS ORDERED
9 that this action is dismissed in its entirety with prejudice.

10 This Court shall retain jurisdiction to enforce the terms of the Settlement
11 Agreement, including through application of California Code of Civil Procedure
12 section 664.6, and, in the event of a breach or default under the terms of the
13 Settlement Agreement or Stipulation for Judgment, to enter judgment pursuant to
14 the Stipulation for Judgment.

15 The parties are to bear their own fees and costs.

16

17 **IT IS SO ORDERED.**

18

19 Dated: Feb. 10, 2015



20 _____
21 Donna M. Ryu

22

23 UNITED STATES MAGISTRATE JUDGE

24

25 **ATTESTATION OF CONCURRENCE IN FILING**

26 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the
27 filing of this document has been obtained from Matthew R. Harrison.

28 Dated: February 10, 2015

_____ /s/ Marc N. Bernstein
Marc N. Bernstein